

**AMENDMENT NO. FIVE TO
PROFESSIONAL SERVICES AGREEMENT WITH
BOHLIN CYWINSKI JACKSON FOR
THE NEWPORT BEACH CITY HALL AND PARK
(NEWPORT BEACH CIVIC CENTER AND PARK DEVELOPMENT PLAN PROJECT)
ARCHITECTUAL DESIGN SERVICES**

THIS AMENDMENT NO. FIVE TO PROFESSIONAL SERVICES AGREEMENT, is entered into as of this 11th day of MAY, 2010, by and between the **CITY OF NEWPORT BEACH**, a Municipal Corporation ("CITY"), and **BOHLIN CYWINSKI JACKSON**, a Pennsylvania Corporation, whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("**CONSULTANT**"), and is made with reference to the following:

RECITALS:

- A. On January 14, 2009, the Newport Beach City Council ("Council") authorized the City to enter into a Professional Services Agreement, hereinafter referred to as "AGREEMENT," for the phased architectural and design consultant services ("scope of work") required for the new City Hall and Park Project, hereinafter referred to as "PROJECT," in an amount not to exceed \$657,675.25.
- B. On April 28, 2009, Council authorized the City to enter into "Amendment No. One," to Agreement for increased scope of work to include the Schematic Design Development and Concept Refinement Phase for additional compensation not to exceed \$4,689,775.00, approving the total compensation in an amount not to exceed \$5,337,450.25.
- C. On August 11, 2009, Council authorized the City to enter into "Amendment No. Two," to Agreement for an increased scope of work to incorporate an Emergency Operations Center to the Concept Refinement Phase for additional compensation not to exceed \$169,222.00, approving the total compensation in an amount not to exceed \$5,506,672.25.
- D. On September 22, 2009, Council authorized the City to enter into "Amendment No. Three," to Agreement for IT selection services and additional compensation not to exceed \$5,780.00, approving the total compensation in an amount not to exceed \$5,511,672.25.
- E. On November 24, 2009, Council adopted Resolution 2009-88 approving the Schematic Design Plans for the Newport Beach Civic Center and Park Development Plan Project and authorized City to move forward with the Construction Document Phase of the Project.
- F. On March 16, 2010, Council authorized the City to enter into "Amendment No. Four," to Agreement for mass excavation scope modifications and South Park drainage and water quality configuration services for additional compensation not

to exceed \$80,650.00, approving the total compensation in an amount not to exceed \$5,593,102.25.

- G. City desires to enter into this "Amendment No. Five" to include modifications to Community Room and Emergency Operations Center services not included in the Agreement or prior Amendments, and to increase the total compensation.
- H. CITY and CONSULTANT mutually desire to amend AGREEMENT, hereinafter referred to as "Amendment No. Five," as provided here below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. ADDITIONAL SERVICES TO BE PERFORMED

In addition to the services to be provided pursuant to the Agreement and Amendment No's. One through Four, CONSULTANT shall diligently perform all the services described in Amendment No. Five including, but not limited to, all work set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

2. COMPENSATION

City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the AGREEMENT. Consultant's total amended compensation for all work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed **Five Million, Six Hundred Forty-Six Thousand, Three Hundred Fifty-Two Dollars and 25/100 (\$5,646,352.25)** without prior written authorization from City,

2.1 The amended compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment NO. Five, including all reimbursable items and subconsultant fees, in an amount not to exceed Fifty Three Thousand, Two Hundred Fifty Dollars and no/100 (\$53,250.00), without prior written authorization from City.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in AGREEMENT shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. Five on the date first above written.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

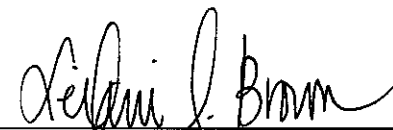
By: 
Leonie Mulvihill,
Assistant City Attorney

*K& 3/31/10
K& 4/1/10*

**CITY OF NEWPORT BEACH,
A Municipal Corporation**

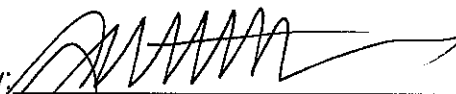
By: 
David A. Kiff,
City Manager

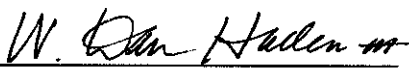
ATTEST:

By: 
Leilani I. Brown,
City Clerk



**CONSULTANT: BOHLIN CYWINSKI
JACKSON**

By: 
Gregory R. Mottola,
Vice President

By: 
W. Dan Haden, III.,
Vice President/Treasurer

Attachment: Exhibit A – Additional Services to be Performed

EXHIBIT A

Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA
Bernard J. Cywinski, FAIA
Jon C. Jackson, FAIA
W. Dan Haden III, AIA
Frank W. Grauman, AIA
William D. Loose, AIA
Cornelius J. Reid, III AIA
Karl A. Backus, AIA
Gregory R. Mottola, AIA
C. Roxanne Sherbeck, AIA
Robert E. Miller, AIA
Raymond S. Calabro, AIA

15 February 2010

Mr. Steve Badum, Public Works Director

City of Newport Beach
3300 Newport Boulevard
Newport Beach, CA 92663

Project: **Newport Beach City Hall**
Newport Beach Project Number xxx
BCJ Project 08519B

Subject: **Modifications to Community Room and Emergency Operations Center**
Additional Services Proposal (BCJ Project 08519B x6)

Dear Mr. Badum:

At the approval of the schematic design phase on the 24th of November, 2009, the city council voted unanimously to approve the schematic design of the Civic Center and Park project with a select number of modifications. Those changes were subsequently discussed and clarified by BCJ and the City, then described in an email sent by BCJ on the 11th of December. Some of those changes were substantive, resulting in this additional service proposal.

Project Scope

The major changes approved by the city council are as follows:

- Removal of the Emergency Operations Center (EOC) under the Civic Green. This includes the modifications to the south end of the Civic Green in its absence.
- Modification of the basement plan of the City Hall to include a training room and ancillary spaces (e.g. toilet and shower rooms) that will serve as an operations headquarters for the City during emergencies. The spaces devoted to this purpose will not be called an EOC. While efforts should be made to make this space resistant to seismic events, these spaces are not to be designed to meet the requirements of an EOC. These modifications include the removal of some program spaces, such as the mail room, coin vault and print room, as well as the reconfiguration of all mechanical systems around the new program.
- Reduce the size of the Community Room. The community room had been approximately 2,500 square feet during the concept refinement phase. Per direction from the City, this space grew to

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approximately 4,200 square feet in the early schematic phase in order to accommodate a greater seating capacity. At the 24th of November city council meeting, the council provided direction to reduce the community room back to the smaller version.

The fee proposal provided includes the following assumptions:

- The design team will implement the design changes directed by the City Council as described above. This will include redesigning the affected spaces at a schematic level, then bringing them back through the design development phase in order that they are at the same level of the rest of the project by the completion of 100% DD.
- The scope of this change will include the redesign of infrastructure that had been included to make the EOC able to function independently (e.g. separate electrical, mechanical, IT, fire protection and AV systems/connections). This will include both the removal of some components and the reconfiguration and relocation of others to the city basement.
- Working with the smaller community room, the design team will make changes to positioning and configuration of the Council Chamber in order to maintain desirable functional relationships between these two public spaces.
- The EOC was being designed in the SD and DD phases under additional service 08519B x02. The design team had reached about 50% in the DD phase on the design and documentation of the EOC. This proposal reflects the prorating of the hours needed to redesign and then modify the drawings to reflect the changes described above by the remaining hours unused in the EOC DD phase. We will finish out the billing of those hours in conjunction with this new scope of work as part of that prorating.
- BCJ's scope includes time to design and document architectural changes, as well as meet with and coordinate changes with all disciplines affected.
- Arup will providing services as part of this additional service. Their scope is indicated in their attached proposal dated 8 February 2010.
- All disciplines not listed in this proposal have noted the delta in their work regarding the City Council's changes did not result in a significant change in their scope and they will therefore not be submitting proposal for additional services in connection with these changes.
- This proposal covers the described scope through the completion of the DD phase. CD though CA phases will be covered in a forthcoming proposal (BCJ 08519C).

Schedule

The change in scope described in this Additional Service will result in a two week increase to the length of the DD phase. The 100% DD set, previously scheduled to be released on the 4th of February, will now be issued on the 18th of February.

Bohlin Cywinski Jackson

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Project Fee

This proposal is for a time-and-material fee, with a not-to-exceed amount of \$53,250 based on the assumptions below:

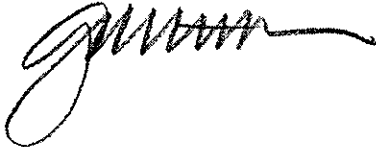
Services	BCJ			
	10 hours	Principal	\$285.00 per hour	\$2,850
	20 hours	Senior Associate	\$160.00 per hour	\$3,200
	60 hours	Associate	\$125.00 per hour	\$7,500
	100 hours	Staff I	\$105.00 per hour	\$10,500
	80 hours	Staff II	\$85.00 per hour	\$6,800
	Arup	8 Feb 10 proposal		\$22,400
Reimbursables	BCJ	To be billed under base project		NA
	Arup	To be billed under base project		NA
	Total			\$53,250

All reimbursable expenses generated in conjunction with this additional service will be billed to the main project (BCJ 08519B).

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project.

Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA
Principal



Steven Chaitow, AIA
Project Manager

Cc: BCJ Team

OWNER:
City of Newport Beach

Signed: _____

Printed Name: _____

Title: _____

Date: _____

ARCHITECT:
Bohlin Cywinski Jackson

Signed: _____

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: _____